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**Attorneys for Defendants
Mr. David Ledger
Ms. Elyze McDonald**

DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
DISTRICT COURT OF GUAM
MAY 15 2003
MARY L. M. MORAN
CLERK OF COURT

34

) CIVIL CASE
)
 Plaintiff,)

VS.

NO.: 02-00032

13	Continental Micronesia Inc,)	SECOND AMENDED COMPLAINT
14	dba, Continental Micronesia,)	UNDER TITLE VII CIVIL
15	Continental Airlines.)	RIGHTS ACT OF 1964 AS
)	AMENDED & FAMILY MEDIACL
	Defendant)	LEAVE ACT OF 1993 AND
)	DEMAND FOR JURY TRIAL.

19	1) This amended complaint is in pursuant within the
20	provisions of title VII civil right act of 1964 as amended,. The
21	Family Medical Leave Act of 1993, (FMLA or "the Act") 29 CFR
	Part 825.

2) Jurisdiction is specially conferred on the court by U.S.C 2000e-5(g), Equitable and other relief are also sought pursuant to 42 U.S.C 2000e-5(g), 102 of civil rights act of 1991 U.S.C 29 & 2615.

PAGE 1 OF 18 CV 02-00032

ORIGINAL

1 3) Plaintiff, Tony H. Ashtiani is a citizen of the United
2 States of America and resides at 191A Chalan Cabesa Yigo, Guam
3 96929.

4 4) Plaintiff Tony Ashtiani, at all time here in relevant,
5 was a resident of Guam, a person of male gender, and an employee
6 of Defendant Continental Micronesia, Inc. (hereinafter referred
7 to as "Defendant Continental ") at the time of the acts
8 hereinafter set forth.

9 5) Defendant Continental at all times was conducting
10 business as an airline in the territory of Guam, Doing business
11 as "Continental Micronesia INC., and was employer of the
12 plaintiff. The Defendant Mr. Dixon McKinzie (hereinafter
13 referred to as "Defendant McKinzie"), Defendant Mr. James
14 Hammer, and Defendant Continental, at all times relevant herein,
15 was an employer with the scope of the fair employment practice,
16 and knew or should have known of the conduct of Defendants who
17 inflicted injury upon Plaintiff.

18 6) "Defendant McKinzie" at all times relevant herein, was
19 acting within the scope of his employment as Plaintiff's Manager
20 and director of Human resources at Continental at the time of
21 the acts complained of herein.

22 7) Defendants, at all times herein relevant, were acting
23 within the scope of their employment as employees of Defendant
24 Continental at the times of the acts complained of herein and
25 knew or should have known of the conduct of the other Defendants

1 who inflicted injury upon Plaintiff, and Defendants, did nothing
2 to cause the cessation of the injury producing conduct of
3 Defendants Continental, McKinzie and Hammer thereby ratifying
4 and approving said Defendants conduct.

5 8) On Jan 14, 1985 Plaintiff was hired by Continental
6 Airlines as a Certified Airframe and power plant mechanic
7 Plaintiff steadily rose through the ranks among his peers and
8 was known to be one the best wide body mechanics and later was
9 promoted to a inspector on B-747 and DC-10 In LAX airport.

10 9) On or about AUG 11, 1992. LAX Manager had asked several
11 DC-10 inspectors and senior mechanics to assist Guam to increase
12 the reliability of the aircraft as LAX was the center facility
13 for the DC-10 fleets.

14 10) Plaintiff in good faith effort and good will was more
15 than happy to help out, thus accepted the assignment in Guam.
16 Plaintiff joint the team of experienced Mechanics in Guam and
17 enjoyed working with many from other different ethnicity and all
18 walk of life.

19 11) Plaintiff had a civil duty to provide safe departure
20 to the friendly community of Guam thus plaintiff would stop a
21 unsafe aircraft for leaking oil from the gear box on GE engine,
22 even though airline had program of "HOC" High oil consumption,
23 plaintiff despite of supervisor false advise stopped the flight
24 due to a cracked Gearbox which was loosing too much oil and it
25 was out of the limitation of the "HOC" (high oil consumption)

1 program, the Chief pilot that was flying the aircraft after
2 seeing the cracked gearbox presented the plaintiff a letter of
3 recommendation due to the plaintiff inspection and seeing the
4 crack by naked eye. EXHIBITS A. plaintiff received many other
5 appreciative letters from pilots EXHIBIT B. through out his
6 employment. Plaintiff certainly did his job to the best of his
7 ability with assertiveness and confident.

8 12) On or about 1998 to 1999 new management was in place
9 and a new breed had came from Houston with different style of
10 running the show, they fired and transferred a few with new
11 breed in place, with previous existing favoritism that was in
12 place, disparate treatment and discrimination had taken over and
13 hostile work environment was born. Under the new management the
14 work assignment had gotten heavier and harder for the minority
15 as they were treated with more of the unwelcome eye in
16 particular, there was always hostility between the Parent
17 company, CO and subsidiary CMI.

18 13) Plaintiff had complaint to both Mr. Bill Meehan and
19 Dixon McKinzie and nothing was done thus retaliation had taken
20 place.

21 14) On month of Jun 2001, Plaintiff had the right to
22 exercise his rights under the FMLA, Even though plaintiff had
23 accumulated more than 1600 hours of sick leave the maximum
24 allowed to use was 1000 hours. While plaintiff had used few days
25 to attend an immediate family member's needs. Defendant used a

1 two consecutive no call/no show on Jun 23 and Jun 24, 2001 as
2 the specific reason of the termination and ended plaintiff's
3 employment after 17 years of dedicated service.

4 15) Defendant is in binding and married the specific
5 reason in the letter dated Jul 03, 2001 and as upheld in state
6 and federal courts, Defendant shall not reserve any rights in
7 changing the specific reason of termination and enter the back
8 door since it can not enter the front door.

9 16) The action of the employer was shocking to many
10 mechanics and in deed offensive, devastating and traumatic
11 experience for the plaintiff.

12 17) Plaintiff shortly after suffered financial hard ship
13 and was forced to withdraw his retirement 401-k plan after 9/11
14 in Dec, 2001 which had taken a heavy hit and was worth 46
15 percent of its original value, as plaintiff was wrongfully
16 terminated and lost source of income and suffered negative
17 publicity by the termination, needed to meet certain payments to
18 pay off his loans as plaintiff had responsibility to meet his
19 obligation to the financial institutions.

20
21 18) Defendant Continental owed a duty of due care to
22 Plaintiff.
23
24
25

FIRST CAUSE OF ACTION

Intentional Infliction of Emotional Distress

19) Plaintiff re alleges here as though fully set forth all of the allegations contained in paragraphs 1 through 18.

20) Defendant knew or should have known that its conduct and that of its management personnel acting within the scope of their employment could cause Plaintiff severe emotional distress. Plaintiff's chronic depression and posttraumatic stress syndrome were the foreseeable results of Defendant's conduct.

21) Negligently creating a hostile work environment for an employee through verbal abuse, imposition of totally unreasonable job assignments, requirements, refusing to investigate Plaintiff's complaints in any meaningful manner when harassment was brought up to human resources manager at the time Defendant McKinzie, eventhought the name of the harasser and witnesses were given, McKinzie asked the plaintiff to investigate, while the witnesses were a phone call away. McKinzie's body language and tone of voice was insulting and uncomfortable. Witnesses whom spoke to me did not want to speak to McKinzie, as I was told by them retaliation by McKinzie was enviable. The person committing the harassing conduct described to Mr. McKinzie were the direct and proximate causes of this severe emotional distress plaintiff suffered and continues to suffer as the cause of retaliation as plaintiff wanted to

1 enforce public policy so harmony and enjoyable work environment
2 could be produced for everyone.

3
4 **SECOND CAUSE OF ACTION**

5 **Negligent supervisor**

6 22) Plaintiff repeats and re alleges by reference each and
7 every allegation contained in paragraphs 1 through 21 and
8 incorporates the same herein as though fully set forth.

9 23) Plaintiff assertion of negligent supervision arises
10 from many cover-ups, which occurred, between Maintenance
11 supervisors, which will be proven during the trial. Defendant
12 Continental knew, or reasonably should have known, that
13 Maintenance supervisors were engaging in the unlawful behavior
14 described herein and above.

15 24) Defendant Continental knew, or reasonably should have
16 known, that Mr. Hammer was not fit to act as the grievance
17 officer to hear, investigate, and remedy complaints in wrongful
18 termination, harassment in the work place, particularly abusive
19 behavior and racial harassment alleged herein and above,
20 conflict of interest indeed acting as administrative hearing
21 officer with no experience in the field.

22 25) At all times material herein, Defendant Continental
23 knew or should have known that the conduct, acts, and failures
24 to act of all defendant's supervisors, agents, and employees as
25 described herein above violated Plaintiff's rights under,

1 federal statutes, enacted to protect persons such as plaintiff
2 from the aforementioned harassment and discrimination.

3 26) At all times material herein Defendant Continental
4 knew, or in the exercise of reasonable care should have known
5 that unless Defendant intervene to protect Plaintiff, and to
6 adequately supervise, prohibit, control, regulate, discipline,
7 and/or otherwise penalize the conduct, acts, and failures to
8 act, over all of defendants supervisors, as alleged herein,
9 above, said conduct, acts, and failures to act would continue,
10 thereby subjecting Plaintiff to personal and bodily injury and
11 forced plaintiff in lifting heavy objects into the aircraft
12 cargo bay by means of unreasonable assignment .

13 27) Defendant McKinzie in a official capacity failure to
14 so protect, supervise, and intervene would have the effect of
15 encouraging, ratifying, condoning, exacerbating, increasing and
16 worsening said conduct, acts, and failures to act.

17 28) At all times material herein, Defendant Continental
18 had the power, ability, authority, and duty to so intervene,
19 and/or penalize such conduct of defendants supervisors and
20 managers described above.

21 29) Despite said knowledge, power, and duty, Defendant
22 Continental negligently failed to act so as to prevent,
23 supervise, prohibit, control, regulate, discipline, and/or
24 penalize such conduct, acts, and failures to act, or to
25 otherwise protect Plaintiff.

1 30) As a direct and proximate result of the failure of
2 Defendant Continental to protect Plaintiff, and to adequately
3 supervise, prohibit, control, regulate, discipline, and/or
4 otherwise penalize the conduct, acts, and failures to act of all
5 other defendants and/or supervisors and managers as alleged
6 herein above, said conduct, acts, and failures to act.

7 31) At all times materials herein, the failure of
8 Defendant Continental to protect Plaintiff, and to adequately
9 supervise, and/or otherwise penalize, the conduct, acts and
10 failures to act of all defendants and/or supervisors, or
11 employees Plaintiffs right under federal statutes were being
12 violated.

13 32) As a direct and proximate result of Defendant
14 Continental actions, Plaintiff suffered and continues to suffer
15 the damages as herein before alleged.

16 **THIRD CAUSE OF ACTION**

17 ***Unlawful Discrimination Based Upon Race and National Origin***

18 33) Plaintiff hereby re alleges here as though fully set
19 forth all of the allegations contained in paragraphs 1 through
20 32 above.

21 34) At all times material hereto, federal statute civil
22 rights act of 1964 as amended and USC-2000-e5. Which prohibited
23 Defendant Continental, from discriminating against any employee
24 on the basis of race, color or ancestry. Said laws required
25 Defendant Continental to refrain from discriminating against

1 Plaintiff on the basis that he was a minority among the majority
2 group.

3 35) At all times during his 17 years with Defendant
4 Continental, Plaintiff performed his duties in an exemplary
5 fashion as hereinabove set forth.

6 36) During the period described above, and through the
7 acts, intent, and behavior of defendant as alleged above,
8 Plaintiff was terminated and forced from his position without
9 good cause.

10 37) Plaintiff believes in thereupon alleges that a
11 substantial factor in defendant's decision to terminate him from
12 his position was because he was a minority and defendants'
13 assumption that plaintiff would not stand up for his rights.
14 Such discrimination has resulted in the damage and injury to
15 Plaintiff as alleged above.

16 38) Plaintiff is informed and believes in thereupon
17 alleges that the discriminatory practice against him is part of
18 a long course of conduct in scheme of conduct even towards the
19 Philipinos, and Guamanians and that therefore Defendant
20 Continental has engaged in other discriminatory practices which
21 Plaintiff is fully aware of and will be discussed in the trial.

22 39) As a direct, foreseeable, and proximate result of
23 Defendant's discriminatory acts, Plaintiff has suffered and
24 continues to suffer the humiliation, embarrassment, negative
25 publicity, mental and emotional distress as alleged above, all

1 to his damage, the precise amount of which will be proven at
2 trail.

3 40) Defendants committed the acts herein alleged
4 maliciously, fraudulently, and oppressively with the wrongful
5 intention of injuring Plaintiff, and acted with improper and
6 evil motive amounting to the malice, offensive, outrageous,
7 atrocious, utterly, and intolerable in a civilized society.

8 41) Defendant McKinzie had first hand knowledge yet ignored
9 the discrimination reported to him and incautious disregard of
10 Plaintiff's rights. Because the acts taken toward Plaintiff were
11 carried out by managerial employees acting in a despicable,
12 deliberate, cold, callous, and intentional manner in order to
13 injure and damage Plaintiff, Plaintiff is entitled to recover
14 punitive from Defendants in the amount according to proof.

15 **FOURTH CAUSE OF ACTION.**

16 **INTENTIONAL DISCRIMINATION AND INTENTIONAL RETALIATION POST 9/11**

17
18 42) Plaintiff incorporates herein by reference, as though
19 fully set forth, the allegations at paragraph 1 through 41.

20 43) Plaintiff in fourth cause of action proves despite the
21 smoking gun there is a thick cloud of smoke dissipating from the
22 gun, which secures both first, second and third cause of actions
23 based on solid concrete evidence from the Continental legal
24 department in Houston, Texas., Covering-up discrimination with no
25

1 regards for the rights of minorities in Guam despite the joint
2 statement from the EEOC AND DEPARTMENT OF JUSTICE. EXHIBIT C.
3 plaintiff asserts if such activity occurs in the Guam it
4 certainly happens in else where against the Guamanian, of
5 Chamorro ethnicity employed with Continental Airlines.

6 44) Plaintiff had first hand knowledge of his termination
7 on July 12, 2001, by a certified letter USPS mail.

8 45) Plaintiff field discrimination charge with E.E.O.C.,
9 after receiving unjust dismissal notice, Plaintiff requested his
10 case file from EEOC. it took several months for the Plaintiff to
11 put 631 pages of documents in sequence by dates and events. The
12 plaintiff noticed investigators recommendation dated July 11,
13 2002. This recommendation was following a chain of events of
14 three letters.

15 46) June 14, 2002 letter from EEOC investigator to
16 Continental Airlines, requesting statistical data. EXHIBIT D.

17 47) June 18, 2002 Intentional delay to accomplish July 3,
18 2001 as pivoting of respond to EEOC. EXHIBIT E. Noted that Jul
19 03 2001 was the date of termination letter of plaintiff.

20 48) July 10, 2002 defendants concealed crucial information,
21 and statistical data in reference to number of terminated
22 employees, all minorities, by shifting months, and not
23 responsive to EEOC requests of specific months in question.
24 EXHIBIT F. Defendant alters the initial request of EEOC June
25 1999 and modification made to 6 months ahead to January 1, 2000.

1 (Skipping 6 months) Defendant withheld information in reference
2 to statistical data to conceal the identity of Mr. Ali Mahdi
3 which was released in December 1999. African-American, 44 years
4 old, male, Muslim.

5 49) Defendant's bold legal strategy was a big risk between
6 no cause finding and now intentional discrimination and
7 intentional retaliation post 9/11. The intentional act generates
8 from Cover-up which similar cases will be cited during the
9 trial.

10 50) On July 11, 2002 EEOC Investigator submits his actual
11 findings of desperate treatment theory. EXHIBIT G.

12 51) Defendant interfering with the Federal Government
13 investigation procedures by shifting months back and forth, with
14 no regards for EEOC and Plaintiff's rights.

15 52) Moreover, On July 10, 2002 Respondent alters the ending
16 period of statistics from June 2001, to July 3, 2001, which its
17 original motive of change of this date was generated on the
18 letter dated June 18, 2002. More importantly, this had played an
19 optical illusion to distract investigator's recollection in
20 reference to (July 03). U.S. Federal Investigator had requested
21 statistics between June 1999 to June 2001. no mention by federal
22 investigator of July 3, 2001.

23 53) Intentional discrimination and intentional Retaliation
24 for filing charges against Defendant Continental.
25

1 54) Plaintiff was emotionally distressed following his
2 findings, for several months thereon after, this conduct is
3 shocking and offends the common man's conscience, no doubt
4 Defendant Continental had acted recklessly, with malice and
5 accordingly willful misconduct.

6 55) Defendant had already terminated Mr. Bruce Lee on or
7 about June 6, 2001. Chinese National, also a minority in
8 Plaintiff's Department, defendant does a touch and go with his
9 name and never mentioned that he was also terminated. Once again
10 defendant interfering with federal investigation.

11 56) If in fact, correct information was presented, pattern
12 of practice had been established which is what the investigator
13 was looking for.

14
15 **FIFTH CAUSE OF ACTION**

16 ***VIOLATION OF FEDERAL STATUTE OF FAMILY MEDICAL LEAVE ACT OF 1993***

17 57) Plaintiff realleges here as though fully set forth all
18 of the allegations contained in paragraph 1 through 56.

19 58) Plaintiff was forced to take care of his sick
20 immediate family member thus called his employer and informed
21 the supervisor on duty of the circumstances.

22 59) Plaintiff upon return to work received a FMLA
23 certificate and a letter from Supervisor on Jun 26 2001 stating
24 return the document within 15 days as matter of law. Rather
25

1 employer awaiting the pending certificate terminates the
2 plaintiff on Jun 28, 2001 two days later.

3 60) While other part of the country "Family Sick Leave"
4 bill becomes a law. California passes a law to offer Paid family
5 leave to workers. "I do not want Californians choosing between
6 being good parents and good employees". Said Governor Gray
7 Davis. Dept. of Labor Title 29 Chapter 28 Sec 2653.
8 Encouragement of more Generous Leave policies. JOINT EXHIBIT H.
9
10 61) It is certainly unclear why the fifth largest airline
11 in the U.S continues depriving good parents of their rights of
12 UNPAID FMLA. Plaintiff will prove beyond the reasonable doubt
13 that violation of federal statute occurred.

14 SIXTH CAUSE OF ACTION

15 CONSTRUCTIVE TERMINATION

16 62) Plaintiff re alleges here as though fully set forth all
17 of the allegations contained paragraphs 1 through 61.

18 63) Plaintiff had called work on Jun 23rd and 24th of 2001,
19 prior to the shift start. Defendants' maintenance supervisor
20 acting in official capacity of the defendant withheld and
21 concealed the information and regarded the plaintiff as two
22 consecutive days no-call/no-show. Mr. Joe pangelinan Statement
23 dated Sep 13th 2002. Proves plaintiff as credible and truthful.

24 EXHIBIT I.

1 SEVENTH CAUSE OF ACTION

2 Wrongful termination

3 64) Plaintiff hereby realleges here as though fully set
4 forth all of the allegations contained 1 through 63

5 65) Plaintiff asserts that wrong full termination occurred
6 due to fact supervisors in coordinated effort had withheld
7 information from each other or they knew and did not tell the
8 truth acted in ill will, false motive, malice and willful
9 misconduct will be proven in trial.

10
11 EIGHTH CAUSE OF ACTION

12 SALES OF FRAGULANET INSURANCE POLICIES BY DEFENDANT TO EMPLOYEES.

13 66) Plaintiff hereby alleges here as though fully set forth
14 all of the allegations contained in paragraphs 1 through 65 and
15 hereinafter through paragraph 72.

16 67) Plaintiff in his years of employment always had
17 selected the highest amount of accidental death life insurance
18 of \$500.000 as plaintiff was working in the heights from time to
19 time and was worried if something happens to him his kids will
20 get good education, with something to live on for his spouse,

21 EXHIBIT J.

22 68) Plaintiff received series of documents that were
23 intentionally delayed by defendants' Human resources benefit
24 dept, document which was most suspicious had the top of it moved
25 up on the copy machine to cover-up something, and the amount

1 \$ 500.000 enlarged in two places of the document. EXHIBIT K.

2
3 69) Plaintiff after looking at this document for long time,
4 searched for the hidden motive and started searching the web,
5 and found the phone number of the insurance company that was
6 producer of the original in New York. EXHIBIT L.

7 70) Plaintiff after a thorough investigation found out that the
8 insurance policy was not even valid in Guam, and was only valid
9 in the fifty states and the maximum amount of the policy was \$
10 250.000,00 EXHIBIT M. and a benefit dept's employee had changed
11 the amount to \$ 500.000.00 so that it would match the policy
12 that employee had paid for, as evident in previous EXHIBIT K.

13 71) Plaintiff became aware of discrimination in employee
14 benefits. EXHIBIT N.

15 72) Plaintiff is a key witness that this act did not only
16 happened to the plaintiff but there are families of the deceased
17 employees of Guamanians and pacific islanders ethnicity that are
18 suffering today, rather than defendant paying these families
19 their claim of these policies, defendant denied the amounts by
20 switching documents and put the money right in their pocket
21 books as additional profit in the corporation, while these
22 families and their children being deprived of their benefits and
23 being discriminated by the wealthy corporation such as
24 defendants .
25

1 WHEREFORE, Plaintiff prays for judgment against Defendant as
2 follows:

3 1) In all causes of action, for judgment against Defendant
4 Continental for compensatory damages, including lost wages, lost
5 employee benefits, vacation benefits, future medical expenses,
6 mental and emotional distress, and other special and general
7 damages according to proof.

8 2) For an award of punitive damages on the first, second
9 third, fourth, fifth, sixth, seventh and eight causes of action.

10 3) For cost of suit and the time of pro se plaintiff.

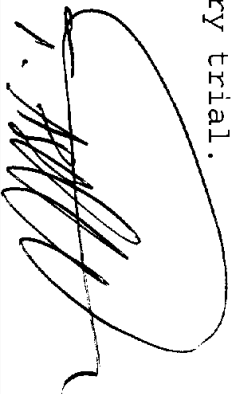
11 4) For whatever further relief this court deems just.

12 DEMAND FOR JURY TRIAL

13 Plaintiff hereby demands a jury trial of twelve persons on
14 each count of this second Amended Complaint. Plaintiff prays the
15 District Court of Guam grants this Pro Se Litigant his days in
16 the court of law to find truth and justice, furthermore,
17 Plaintiff prays more and more that the Honorable chief Judge
18 JOHN S. UNPINGCO grants the Plaintiff Jury trial.

19
20
21 Date: MAY 15/2003

22 By



23 Tony H. Ashtiani

24 Pro se Plaintiff



Continental Airlines, Inc.
Flight Operations
Terminal Box 11
Honolulu International Airport
Honolulu HI 96819



TO: Bud Perry

DATE: April 22, 1994

SUBJ: Tony Ashtiani

Dear Bud:

I am writing to inform you of the outstanding support I received recently from one of your mechanics, Mr. Ashtiani.

I was the captain on Flt. 961 the 23 of March GUM/NRT. ship #042. Shortly before departure Mr. Ashtiani advised me of a possible problem with the #3 engine which was on a H.O.C. watch. Throughout the delay Mr. Ashtiani kept me informed of the situation, took me down to the #3 engine and showed me the cracked gearbox (the cause of the excessive leak).

Could you please convey to Mr. Ashtiani my appreciation for professionalism throughout the delay.

Sincerely,

Craig Brown
Acting Chief Pilot (Continental)
Guam

AUGUST 28, 1994

CONTINENTAL MICRONESIA
MAINTENANCE
INTERNATIONAL AIRPORT
TAMUNING, GUAM

DEAR SIR:

I WOULD LIKE TO RECOGNIZE YOUR MECHANIC TONY ASHTRAINI FOR HIS
CONTINUING DEDICATION TO HIS DUTIES AS A LINE MECHANIC FOR
CONTINENTAL MICRONESIA.

ON AUGUST 5, 1994 I WAS THE CAPTAIN ON A DC10-10 OPERATING FLIGHT 973
FROM GUAM TO NAGOYA. JUST AS WE WERE BEGINNING TO PUSH OFF THE
GATE IN GUAM TONY SAW A PROBLEM IN THE AREA OF THE RIGHT MAIN GEAR.
HE INSISTED ON STOPPING THE PUSH BACK AND CHECKING OUT WHAT HE SAW.
THE AIRCRAFT WAS LEAKING FUEL FROM AN INSPECTION PLATE ON THE WING
SURFACE ALLOWING IT TO FLOW DOWN ONTO THE WHEEL AND BRAKE
ASSEMBLY. AS A RESULT OF HIS OBSERVATION WE CORRECTED THE PROBLEM
AND ADDED GREATLY TO SAFETY OF OUR FLIGHT OPERATION.

I HAVE WORKED WITH TONY ON OTHER OCCASIONS AND I HAVE OBSERVED HIM
TO BE A REAL TEAM LEADER WHO IS AN EXPERT ON THE AIRCRAFT AND A REAL
ASSET TO THE MAINTENANCE DEPARTMENT. I WOULD LIKE TO TAKE THIS
OPPORTUNITY TO PERSONALLY THANK HIM, AND TO ALERT HIS SUPERVISOR
OF HIS OUTSTANDING DEDICATION AND KNOWLEDGE. I LOOK FORWARD TO
WORKING WITH TONY IN THE FUTURE.

SINCERELY,



STEVE BOWMAN
CAPTAIN DC10

CC: OPERATIONS

The U.S. Equal Employment Opportunity Commission

FOR IMMEDIATE RELEASE
Monday, November 19, 2001

CONTACT: Ann Colgrove
Reginald Welch
(202) 663-4900
TTY: (202) 663-4494

EEOC AND DEPARTMENTS OF JUSTICE AND LABOR ISSUE JOINT STATEMENT AGAINST WORKPLACE BIAS IN WAKE OF SEPTEMBER 11 ATTACKS

WASHINGTON - The U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Departments of Justice and Labor today issued a joint statement reaffirming the federal government's commitment to upholding the federal anti-discrimination laws in the aftermath of the events of September 11. The statement, posted on the Commission's Web site (www.eeoc.gov), focuses on preventing and redressing incidents of harassment, discrimination, and violence in the workplace, including such acts directed toward individuals who are, or are perceived to be, Arab, Muslim, Middle Eastern, South Asian or Sikh.

"As leaders within the principal federal agencies responsible for enforcing the laws against discrimination in employment, we are issuing this joint statement to reaffirm the federal government's commitment to the civil rights of all working people in our fight against terrorism," reads the document. "These agencies together continue to intensify their efforts to combat discrimination based on religion, ethnicity, national origin, or immigration status in the workplace."

The joint statement is signed by Cari M. Dominguez, Chair of the EEOC; Ralph F. Boyd, Jr., Assistant Attorney General for Civil Rights; and Charles E. James, Sr., Deputy Assistant Secretary of Labor for the Office of Federal Contract Compliance Programs.

"The Commission, along with its sister agencies, is committed to safeguarding the civil rights of all America's working people," said EEOC Chair Dominguez.

The three agencies point out that they are closely coordinating and increasing their joint efforts to provide information, public education, guidance, and outreach to a broad range of stakeholders across the country including employers, employees, civil rights advocacy groups, religious and national origin communities, and the general public. While the statement notes that "many employers, labor organizations, and employee groups have taken swift action already," it also urges victims of workplace bias to report such incidents promptly to ensure timely investigations."

Individuals may file charges of employment discrimination in person, by mail or by telephone at the nearest EEOC office. If there is not an EEOC office in the immediate area, individuals may call the following toll free phone numbers: 1-800-669-4000 or 1-800-669-6820 (TTY number for



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Honolulu Local Office

300 Ala Moana Boulevard, Room 7-127
Honolulu, HI 96850-0051
(808) 541-3120
TTY (808) 541-3131
FAX (808) 541-3390

June 14, 2002

Via US Mail and Fax

Continental Airlines, Inc.
Legal Department
ATTN: Louid Obdyke, Esq.
P.O. Box 4607
Mail Code HQSLG
Houston, Texas 77210

RE: Tony Ashtiani v. Continental Micronesia, Inc.
EEOC Charge No.378-A2-000115

Dear Obdyke,

In order to continue with the investigation, our office will need the following information.

1) Provide a list of all Respondent's aircraft mechanics who were no call/no show for two consecutive days between June 1999 to June 2001. Identify by

- a. name
- b. ethnic identity
- c. date of hire
- d. date(s) of no call/no show
- e. date of discharge

2) Provide all relevant documentation for each employee's discharge. If the employee was not discharged, explain why.

Provide the requested information by June 21, 2002. If you have any questions, contact me at 808-541-3721. Thank you.

Sincerely,

Raymond J. Griffin Jr.

Investigator

Continental Airlines



Continental Airlines, Inc.
41st Floor HQSIG
1600 Smith Street
Houston TX 77002

Tel 713 324 5000
Fax 713 324 5161

June 18, 2002

VIA FACSIMILE: 808-541-3390

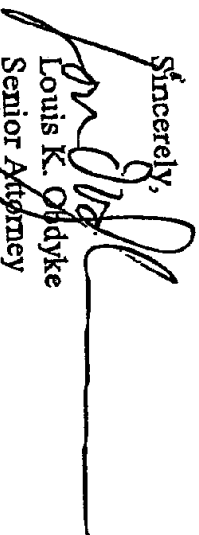
Mr. Raymond J. Griffin, Jr.
The Equal Employment Opportunity Commission
Honolulu Local Office
300 Ala Moana Blvd., Room 7-127
Honolulu, HI 96850

Re: Tony H. Ashiani, Charging Party
Continental Micronesia, Inc., Respondent
Charge No. 378A200115

Dear Mr. Griffin:

I am in receipt of your request for additional information dated June 14, 2002. I am unable to respond by June 21 due to the fact that the company's director of human resources is out of the office until June 24, and then I will be "on the road" until July 1, 2002. We will gather appropriate comparative information and will forward it on July 3, 2002.

Again, I look forward to working with you in order to assist in a closing this charge with a finding of no cause for discrimination.

Sincerely,

Louis K. Oddyke
Senior Attorney
(713) 324-2218

Continental Airlines, Inc.
41st Floor HQSUS
1600 Smith Street
Houston TX 77002

Tel 713 324 5000
Fax 713 324 5161



July 10, 2002

VIA FACSIMILE: 808-541-3390

Mr. Raymond J. Griffin, Jr.
The Equal Employment Opportunity Commission
Honolulu Local Office
300 Ala Moana Blvd., Room 7-127
Honolulu, HI 96850

Re: Tony H. Ashiani, Charging Party
Continental Micronesia, Inc., Respondent
Charge No. 378A200115

Dear Mr. Griffin:

In response to your June 14 request for supplemental information, CMI advises that two maintenance employees other than Mr. Ashiani were disciplined during the time period of January 1, 2000 to the date of Mr. Ashiani's discharge, July 3, 2001, both occurred prior to Mr. Ashiani's discharge. Other divisions within the company have additional disciplinary actions for No Call/No Show, but checks were made only within the maintenance (Tech Ops) department as that is where Mr. Ashiani worked.

Mr. Bruce Lee, Chinese/American, was deemed a No Call/No Show in May 2000, but upon investigation and the employee's explanation (death in the family and qualified FMLA leave), Mr. Lee's disciplinary action was retracted. A second No Call/No Show involved a mechanic assigned to fly check flights for maintenance checks, Mr. Edwin Antonio, Asian-Filipino/American. Mr. Antonio failed to show-up for a scheduled check flight and failed to call in - he was issued a written warning based on no prior disciplinary action in his file, unlike Mr. Ashiani's extensive disciplinary history. The Guam maintenance supervisors are checking for other possible No Call/No Show disciplinary actions, but since the company does not keep a "running log" for discipline, they must look at each individual personnel file - including all those discharged during the time period (files now in storage).

IMANAGE 45258v1

Ashtiani EEOC Response
July 10, 2002
Page 2

CMI hopes this information supports its decision to terminate Mr. Ashtiani for reasons other than his national origin, or any other discriminatory reason, and that you will be able to find no cause for discrimination.

Sincerely,



Louis K. Obayle
Senior Attorney
(713) 324-2448

IMANAGE 45258v1

NO. 5624 P. 3

Continental Legal Dept

JUL 11 2002 7:54AM



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Honolulu Local Office

300 Ala Moana Boulevard, Room 7-127
Honolulu, HI 96850-0051
(808) 541-3120
TTY (808) 541-3131
FAX (808) 541-3390

July 11, 2002

TO: File

FROM: Raymond J. Griffin Jr., Investigator

RE: Tony Ashtiani v. Continental Micronesia, Inc.
EEOC Charge # 378-A2-00131

Investigator received additional information from Respondent on July 11, 2002. (See Response)

Between May 30, 2002 to June 28, 2002, Investigator received additional information from Charging Party to review. Charging Party's submitted witnesses' contact numbers and statements. Several witnesses attest of how Respondent's treated "locals" better than "non-local" in regard to terms and conditions of employment. However, there was no new evidence found that CP was discriminated against of his national origin, Iranian. I respectfully recommend case dismissal.

YOUR MONEY

13

California to offer paid family leave to workers

LOS ANGELES (AP) — Gov. Gray Davis signed a law Monday that makes California the first state to offer workers paid family leave.

The law — financed by an employee payroll tax — allows workers to take six weeks off to care for a newborn, a newly adopted child or ill family member. Employees will be eligible to receive 55 percent of their wages during their absence, up to a maximum of \$728 a week.

"I don't want Californians to choose between being good parents and good employees," said Davis, a Democrat running for re-election in November.

Supporters hope the bill will serve as a nationwide model, while business groups denounced it as too costly for employers.

Federal law grants up to 12 weeks of unpaid leave for workers at businesses with more than 50 employees.

The paid-leave law is the latest of several groundbreaking social and environmental laws passed in California this year. Earlier, California became the first state to regulate greenhouse gas emissions. On Sunday, Davis signed a bill to allow stem cell research in the state — a move that runs counter to Bush administration policy.

Pacific Daily News, Wednesday, September 25, 2002 guampdn.com

Under the new paid-leave program, workers will be allowed to start taking time off as of July 1, 2004.

The program will be funded entirely by employee payroll deductions, averaging about \$27 a year and ranging up to \$70 a year for those earning more than \$72,000 annually.

About 13 million of California's 16 million workers will be eligible.

Businesses with fewer than 50 employees are not required to hold a job for a worker who goes on paid family leave, according to the AFL-CIO, which helped write the bill.

Nevertheless, AFL-CIO President John Sweeney called the bill landmark legislation and said he hopes other states will follow suit.

Twenty-seven other states, including Massachusetts, New York, New Jersey and Washington, have introduced similar legislation.

GOP gubernatorial candidate Bill Simon, Davis' rival in the November election, called the bill a "one-size-fits-all mandate" that will prove too costly for small businesses.

He said in a statement that workers should be able to decide whether to take part, and incentives should be offered to employers. "This avoids taxing every employee and employer in the labor force in order to provide a benefit not everyone wants," he said.

California business groups had tried to kill the bill.

"It's very discouraging, and California small businesses are going to pay the price for this bill," said Julianne Broyles, a lobbyist for the California Chamber of Commerce.

"They are going to have to compete with similar businesses in other states that don't have to contend with this."

She said the law fails to address the real cost to employers, which includes paying for overtime, replacement workers and training to fill in for those who go on family leave.



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[TITLE 29 > CHAPTER 28 > Sec. 2653.](#)

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Sec. 2653. - Encouragement of more generous leave policies

Nothing in this Act or any amendment made by this Act shall be construed to discourage employers from adopting or retaining leave policies more generous than any policies that comply with the requirements under this Act or any amendment made by this Act

[Notes](#)
[Updates](#)
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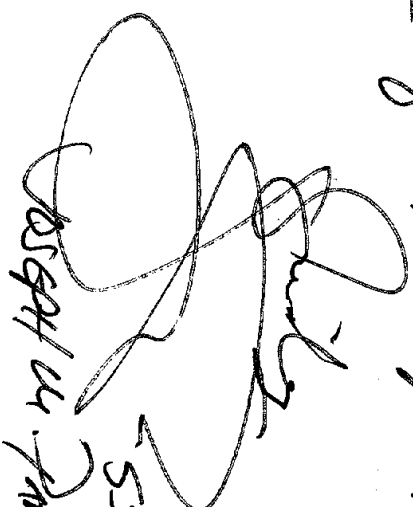
[Send email](#)

TO E.E.O.C. Director:

3/27/02

Dear Mr. Riera,

My name is Joe Tangelman. At
my own will I testify that Tony Adhiani
did call on June 23, 2001 at
approx 1250 pm. That Tony informed
me he will not be in due to
illness, I his son and he would not
be in on June 23 & 24th 2001. →
If you have any questions pl. contact me
at 687-2303
Hm# 789-1946


555912417
JOSGAT/44 TANGELMAN

Continental Micronesia

Benefit Confirmation Sheet

4/6/2001

2AB

Name: ASHTIANI, HAMID (TONY)

Station/Dept: GUMMX

Address: P.O. Box 12723

DOH: 1/14/1985

Tamuning, GU 96931

DOB: 10/6/1963

SSN: 532-84-8767

The following are your current benefit elections and monthly deductions. Please notify the Benefits Department immediately of any discrepancies. You may only change your benefit elections during Open Enrollment or within 30 days of a qualified lifestyle event.

Benefit Option	Benefit Summary	Per Month Paid by CMI	Dependents	Other Info/Comments
Basic Life	54,000			
Employee Supplemental Life	162,000	11.34		
Spouse Supplemental Life				
Long-Term Disability	Enrolled	6.25		
Accidental Death and Dismemberment	500,000 EF	12.50		
Vision				
Medical	Not Enrolled			
Dental	Not Enrolled			
TOTAL		30.09		

AMERICAN HOME ASSURANCE COMPANY

NEW YORK, NEW YORK A CAPITAL STOCK COMPANY FOUNDED 1853

APPLICATION FOR ACCIDENT INSURANCE UNDER CONVERSION PRIVILEGE

APPLICATION is hereby made to the American Home Assurance Company for Accident Insurance.

Name of the Insured (Last)	(First)	(Middle Initial)	Date of Birth
Address			
Name of Group Policyholder			Amount of Principal Sum GTP 804 92 77
Name and Address of Beneficiary			Policy Number
Date of Termination of Employment		Signature of Applicant	
Date 19			

RATES

ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFITS

Amounts Available: \$50,000.00 to \$ 500,000.00

ANNUAL PREMIUM PER \$1,000.00 PER APPLICATION

ALL STATES (EXCEPT NEW YORK AND MASSACHUSETTS)

Ages 16 - 62
\$1.25

Ages 63 - 69
\$3.00

(Renewal Only)
Ages 70 - 79
\$4.00

NEW YORK STATE RESIDENTS

Ages 16 - 70
\$1.25

MASSACHUSETTS RESIDENTS

Ages 16 - 62
\$1.20

Ages 63 - 69
\$3.00

INSTRUCTIONS FOR CONVERSION PRIVILEGE

On the date of termination of employment or during the 31 day period following termination of employment, you may convert your insurance, without a medical examination, to American Home Assurance Company's Individual Insurance Policy. The individual policy will be effective either as of the date the application and payment is received by the Insurance Company or its Agent, or on the date coverage under the group policy ceases, whichever occurs later. The premium will be the same as you would ordinarily pay if you applied for an individual policy at the American Home Assurance Company. The amount of insurance benefit converted cannot exceed \$500,000 nor be less than \$50,000. Another form must be completed if you desire coverage for your spouse and for each dependent child 16 years of age or older. They must each have a separate application.

This form with your payment should be submitted to:

Reuben Warner Associates, Inc.
100 William Street
New York, NY 10038

Reuben Warner Associates, Inc. is American Home Assurance Company's Managing General Agent for Individual A&D&D business. Your check should be payable to Reuben Warner Associates, Inc.

PLEASE NOTE
ENLARGED 500,000
IN TWO PLACES.
COMPARE TO FAX.

NAVIGATORS MANAGMT CORP 123 WILLIAM ST
 NE FACIL DAK INTRNTL LT 111 JOHN ST
 NEW YORK AUTOMOBILE INS PLAN 125 MAIDEN LN
 NEW YORK BD OF FIRE UND 85 JOHN ST
 NEW YORK LIFE INSURANCE 8 CHATHAM SQ
 NEW YORK MERCHANT BANKERS 116 JOHN ST
 NIXON-GALLAGHER CO 111 JOHN ST
 NORTHEASTERN FACILITIES 111 JOHN ST
 NUR PRACTNR PRO LBLY GRP INC 151 WILLIAM ST
 NY PROP INS UNDERWRITNG ASSOC 100 WILLIAM ST
 NYDEC BROKERAGE CORP 80 BEKMAN ST
 NYLUNG, GEORGE J 80 BEKMAN ST
 OCEAN AIR CARGO CLAIMS INC 111 JOHN ST
 OLD REPUBLIC RE INC 90 WILLIAM ST
 ORIENTAL FIRE & MRNE NY 111 JOHN ST
 ORNTL FIRE & MRNE NY LIAISON 111 JOHN ST
 P C RALLI & CO 116 JOHN ST
 P W S USA INC 40 FULTON ST
 PORTER & YEE ASSOCS INC 117 BEKMAN ST
 POST & KURTZ INC 111 JOHN ST
 PREFERRED CONCEPTS INC 111 JOHN ST
 PROFESSIONAL COVERAGE MANAGER 130 WILLIAM ST
 R D T BROKERAGE CORP 111 JOHN ST
 REINSURANCE CORP OF NY 80 MAIDEN LN
 RELIANCE GROUP HOLDINGS INC 116 JOHN ST
 RELIANCE INSURANCE 130 WILLIAM ST
 RICHARD WHILEY INC 110 WILLIAM ST
 ROEBUCK ASSOC 45 JOHN ST
 ROGER METZGER ASSOC INC 59 JOHN ST
 ROSE COMPASS SVCS INC 116 JOHN ST
 ROSE COMPASS SVCS INC 111 JOHN ST
 S & P AGENCY INC 130 WILLIAM ST
 S Y KUM INSURANCE 8 CHATHAM SQ
 SAINT PAUL COMPANIES 160 WATER ST
 SANDER, MENDALIS CO 160 BROADWAY
 SANDERSTEIN HOCHBERG 18 JOHN ST
 SANDRA DEE INSURANCE BRKRGE 45 JOHN ST
 SCARPA BARON AGENCY 116 JOHN ST
 SELINER & SELINER INC 125 MAIDEN LN
 SENECA INSURANCE COMPANY INC 111 JOHN ST
 SERHEY-DAVIDSON CORP 160 BROADWAY
 SMYTH SANFORD & GERARD INC 135 WILLIAM ST
 SOLBERG CAMPBELL ASSOC INC 111 FULTON ST
 SOLBERG, BILLING J 111 FULTON ST
 SOLIDON GUTTER INSURANCE 45 JOHN ST
 SOMERSET MARINE 123 WILLIAM ST
 SOUTH CONTINENTAL OF N Y INC 88 FULTON ST
 SOUTHERN MARINE & AVIATION INC 125 MAIDEN LN
 SPARK ASSOCS INC 125 MAIDEN LN
 STEPHEN WOND ASSOC 111 JOHN ST
 STROLL FLEISCH SCHMUTTER INC 156 WILLIAM ST
 SUCCESS INSURANCE AGENCY INC 217 PARK ROW
 SULICOV, ARTHUR 156 WILLIAM ST
 TIG INSURANCE 40 FULTON ST
 TILDEN, JOHN P 123 WILLIAM ST
 TOWER INSURANCE CO INC 110 WILLIAM ST
 UNIONE ITALIANA REINSURANCE CO 127 JOHN ST
 UNITED AMERICAS INSURANCE CO 83 MAIDEN LN
 UNITED STATES LIFE INS CO 125 MAIDEN LN
 VMG BROKERAGE INC 8 CHATHAM SQ
 WALSH GROUP INC 40 FULTON ST
 WARNER REUBEN ASSOCIATES INC 100 WILLIAM ST
 WEXFORD UNDERWRITING 40 FULTON ST

10038 212-406-2900
 10038 212-513-1446
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 10038 212-766-8800
 10038 212-608-9400
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 10038 212-267-3224
 10038 212-608-2500
 10038 212-406-4004
 10038 212-964-2600
 10038 212-227-4532
 10038 212-693-2800
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 10038 212-269-6586
 10038 212-233-4452
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 10038 212-349-1600
 10038 212-233-2287
 10038 212-480-4270
 10038 212-668-9300
 10038 212-349-6431
 10038 212-964-6190
 10038 212-693-1818
 10038 212-785-0240
 10038 212-602-6400
 10038 212-266-0700
 10038 212-233-1399
 10038 212-269-1951
 10038 212-514-7400
 10038 212-709-6000
 10038 212-385-9520
 10038 212-406-2400
 10038 212-809-8300
 10038 212-962-3030

http://www.insurance-y2k.com/teldirectory/bkmanh.html

1/2/2002

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NEW YORK, NEW YORK ACAPITAL STOCK COMPANY FOUNDED 1853

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Name of Group Policyholder		Policy Number	
Name and Address of Beneficiary		Relationship	
Date of Termination of Employment	Signature of Applicant		
Date _____ 19__			

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ALL STATES (EXCEPT NEW YORK AND MASSACHUSETTS)	
Agess 16 - 62	Agess 63 - 69
\$1.25	\$3.00
NEW YORK STATE RESIDENTS	
Agess 16 - 70	
\$1.25	
MASSACHUSETTS RESIDENTS	
Agess 16 - 62	Agess 63 - 69
\$1.20	\$3.00

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This form with your payment should be submitted to:

Reuben Warner Associates, Inc.
100 William Street
New York, NY 10036

Reuben Warner Associates, Inc. is American Home Assurance Company's Managing General Agent for individual AD&D business. Your check should be payable to Reuben Warner Associates, Inc.

*Please NOTE.
Valid Amount
NOT Tampered.
Premium's same AS
Previous Page.*

(Renewal Only)
Agess 70 - 79
\$4.00

The U.S. Equal Employment Opportunity Commission

FOR IMMEDIATE RELEASE
Tuesday, October 3, 2000

CONTACT: Reginald Welch
David Grinberg
(202) 663-4900
TTY: (202) 663-4494

EEOC ISSUES NEW GUIDANCE ON DISCRIMINATION IN EMPLOYEE BENEFITS

WASHINGTON - The U.S. Equal Employment Opportunity Commission (EEOC) today issued a new section to its Compliance Manual which provides the Commission's first comprehensive analysis of some of the most important employee benefits issues under the anti-discrimination laws.

The new Compliance Manual section analyzes benefit discrimination claims under each of the laws enforced by the Commission, clearly explaining that the laws prohibit discrimination in fringe benefits. "This guidance makes clear that employers are never allowed to consider employees' race, color, sex, national origin, or religion, nor retaliate against them, in connection with their benefits plan," said EEOC Chairwoman Ida L. Castro "The section also explains that benefit plan provisions that differentiate on the basis of age or disability must be carefully scrutinized to ensure they do not run afoul of the law."

The section examines the legal standards that apply to claims of discrimination in health and life insurance benefits, long-term and short-term disability benefits, severance benefits, pension or other retirement benefits, and early retirement incentives. The limited circumstances in which the law permits employers to provide lower benefits to older employees than to younger workers and the specific requirements of the Americans with Disabilities Act are set forth.

Ms. Castro added: "Issuing this new section is a major step in EEOC's continuing efforts to update and streamline its Compliance Manual in order to aid our investigators and attorneys in handling claims involving discrimination in employee benefits while also enhancing our customer service." The new Compliance Manual section replaces former Section 627: Employee Benefit Plans and seven other Commission policy statements.

This is the second issuance of new sections to the Compliance Manual in recent months. In May, EEOC issued a new section on "threshold" issues, the factors considered by the Commission in determining who can pursue a legal claim of employment discrimination. The full text of the both new sections, as well as other information about the Commission, is available on the agency's web site at www.eeoc.gov.

UNITED STATES DISTRICT COURT

TERRITORY OF GUAM

District of

GUAM

TONY H. ASHTIANI

AMENDED

SUMMONS IN A CIVIL CASE

V.

CONTINENTAL MICRONESIA, INC.
dba Continental Micronesia
and Continental Airlines, Inc.

CASE NUMBER:

CV-02-00032

TO: (Name and address of Defendant)

Mr. Dixon McKinzie
H.R. Director, Human Resources Department
Continental Micronesia, Inc.
Guam International Airport Old Terminal

Pro Se

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Tony Ashtiani, Pro Se
P.O. Box 12723
Tamuning, Guam 96931
Telephone: 653-5575

ACKNOWLEDGED RECEIVED

By:

Date:

[Signature]
MAY 15 2003

an answer to the second amended complaint which is served on you with this amended summons within twenty (20) days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the second amended complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Mary L. M. Moran

MAY 15 2003

CLERK

DATE

/s/ Marilyn B. Alcon

(By) DEPUTY CLERK

COPY

UNITED STATES DISTRICT COURT

TERRITORY OF GUAM

District of

GUAM

TONY H. ASHTIANI

AMENDED

SUMMONS IN A CIVIL CASE

V.

CONTINENTAL MICRONESIA, INC.
dba Continental Micronesia
and Continental Airlines, Inc.

CASE NUMBER: CV-02-00032

TO: (Name and address of Defendant)

Mr. James Hammer
Director of Maintenance
Continental Micronesia, Inc.
Guam International Airport

Pro Se

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Tony Ashtiani, Pro Se
P.O. Box 12723
Tamuning, Guam 96931
Telephone: 653-5575

ACKNOWLEDGED RECEIVED

By:

Date: May 15 2003

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Mary L. M. Moran

MAY 15 2003

CLERK

/s/ Marilyn B. Alcon

DATE

(By) DEPUTY CLERK

COPY